



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

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September 6, 2006

Ms. Mary L. Cottrell, Secretary
Department of Telecommunications and Energy
One South Station, 2nd Floor
Boston, Massachusetts 02110

RE: Commonwealth Electric Company, d/b/a NSTAR Electric, D.T.E. 06-63

Dear Ms. Cottrell:

Enclosed please find the Attorney General's First Set of Document and Information Requests in the above matter.

Sincerely,

Colleen McConnell
Assistant Attorney General

enclosure

cc: John J. Keene, Jr., Hearing Officer
David S. Rosenzweig, Esq.
Service List

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Petition of Commonwealth Electric Company, d/b/a)
NSTAR Electric, for Approval of Amended)
Power Purchase Agreements with SEMASS Partnership)

D.T.E. 06-63

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served the foregoing document upon each person on the service list compiled by the Secretary in this matter. Dated at Boston this 6th day of September, 2006.

Colleen McConnell
Assistant Attorney General
Utilities Division
One Ashburton Place
Boston, MA 02108
(617) 727-2200

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Petition of Commonwealth Electric Company, d/b/a)	
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D.T.E. 06-63

ATTORNEY GENERAL'S
DOCUMENT AND INFORMATION REQUESTS

INSTRUCTIONS

1. These Document and Information Requests call for all information, including information contained in documents, which relates to the subject matter of the requests and which is known or available to Commonwealth Electric Company, d/b/a NSTAR Electric, or to any individual or entity sponsoring testimony or retained by the Company to provide information, advice, testimony or other services in connection with this proceeding.
2. Where a Request has a number of separate subdivisions or related parts or portions, a complete response is required to each such subdivision, part, or portion. Any objection to a Request should clearly indicate the subdivision, part, or portion of the Request to which it is directed.
3. If information requested is not available in the exact form requested, provide such information or documents as are available that best respond to the Request.
4. These requests are continuing in nature and require supplemental responses when further or different information with respect to the same is obtained.
5. Each response should be furnished on a separate page headed by the individual Request being answered. Individual responses of more than one page should be stapled or bound and each page consecutively numbered.

6. Each Document and Information Request to "Please provide all documents..." or similar phrases includes a request to "identify" all such documents. "Identify" means to state the nature of the document, the date on which it was prepared, the subject matter and the titles and the names and positions of each person who participated in the preparation of the document, the addressee and the custodian of the documents. To the extent that a document is self-identifying, it need not be separately identified.
7. For each document produced or identified in a response which is computer generated, state separately (a) what types of data, files, or tapes are included in the input and the source thereof, (b) the form of the data which constitutes machine input (e.g., punch cards, tapes), (c) a description of the recording system employed (including descriptions, flow charts, etc.), and (d) the identity of the person who was in charge of the collection of input materials, the processing of input materials, the data bases utilized, and the programming to obtain the output.
8. If a Document and Information Request can be answered in whole or part by reference to the response to another Request served in this proceeding, it is sufficient to so indicate by specifying the other Request by participant and number, by specifying the parts of the other response which are responsive, and by specifying whether the response to the other Request is a full or partial response to the instant Request. If it constitutes a partial response, the balance of the instant Request must be answered.
9. If the Company cannot answer a Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why the Company cannot answer the Request in full, and state what information or knowledge is in the Company's possession concerning the unanswered portions.
10. If, in answering any of these Document and Information requests, you feel that any Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using responding to the Request.
11. If a document requested is no longer in existence, identify the document, and describe in detail the reasons the document is unavailable.
12. Provide copies of all requested documents. A response which does not provide the Attorney General with the responsive documents, and requests the Attorney General to inspect documents at any location is not responsive.

13. If you refuse to respond to any Document and Information Request by reason of a claim or privilege, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document.
14. Each request for information includes a request for all documentation which supports the response provided.
15. Provide two copies of each response.
16. The term "Company" refers to Commonwealth Electric Company, d/b/a/ NSTAR Electric Company. Unless the request specifically provides otherwise, the term Company includes all witnesses, representatives, employees, and legal counsel.
17. Please furnish each response on a separate sheet of paper, beginning with a restatement of the question.

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DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

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ATTORNEY GENERAL'S FIRST SET OF
DOCUMENT AND INFORMATION REQUESTS

- AG-1-1 Please explain whether, under the terms of the proposed settlement and amended agreements, NSTAR will be able to sell the SEMASS energy, capacity, and ancillary services to a third party or into the ISO-NE market. What will the Company do with the energy, capacity and ancillary services it purchases from SEMASS? How will the revenues from any sales of these products and services be flowed through to customers.
- AG-1-2 Provide the monthly detail, separately for the original facility and the expansion, of all actual revenues received from the sale of SEMASS related products and services during the period January 2005 through the present. Show the revenues received by product and service category and the quantity sold for each product or service (kWh, KW, etc.). Provide a separate schedule showing the monthly net revenue where the revenue received from the sale of the services and products is netted by the amount paid to SEMASS for the purchase of the products and services. Include all supporting workpapers, calculations and assumptions. Provide the response as a working Excel spreadsheet model with all cell references and formulas.
- AG-1-3 Please provide the details, for each the original facility and the expansion, (by product and service) of the annual estimated net revenues under the terms of the proposed amended contracts for all SEMASS services and products through the term of the contracts. Include all supporting workpapers, calculations and assumptions. Provide the response as a working Excel spreadsheet model with all cell references and formulas.
- AG-1-4 Please refer to Exhibit NSTAR-JGD-4, page 4. Please provide the annual revenues that the Company has received from waste fees. Will the Company continue to receive waste fee revenues under the terms of the proposed amended agreements?

- AG-1-5 Under the terms of the proposed settlement when will any amounts owed to SEMASS be paid? Provide a detailed payment schedule that includes carrying costs/interest payments. When will the amount owed and paid SEMASS be reflected in the transition charge?
- AG-1-6 According to Exh. NSTAR-JGD-1, page 10, Commonwealth will retain the right to any capacity revenue associated with the Facility at 80 MW and above and the Company will pay the energy component of the then applicable P-2 rate for such output. Please provide an illustrative example of the benefit this provision would provide customers. Assume that the Facility expanded another 20 MW in 2010. Include all supporting workpapers, calculations and assumptions. Provide the response as a working Excel spreadsheet model with all cell references and formulas.
- AG-1-7 Under the terms of the proposed amended agreements the Company would receive 20% of the proceeds from the sale of renewable energy credits from the Facility. What is the estimated annual value of the Company's share if SEMASS is able to qualify for renewable energy credits (assume an effective date of January 1, 2008). Include all supporting documentation, workpapers, calculations and assumptions.
- AG-1-8 Please provide copies of all communications between the Company and SEMASS regarding expansion of the Facility.
- AG-1-9 Please provide the in-service dates for the original unit and the expansion.
- AG-1-10 Refer to Exhibit NSTAR-JGD-4. Please explain how the price for the SEMASS purchases is determined. If the 18th anniversary has not occurred, how will the price be determined after that point? Explain how each component for the price is calculated and refer to specific contract provisions that related to the pricing calculations.
- AG-1-11 Under the terms of the proposed amended agreements will the Company retain the right to require SEMASS to operate at full capacity? If yes, how will the incremental cost be calculated. Provide the definition of "Actual Capacity," "Full Capacity" and "Qualified Capacity." What is the incremental net benefit to customers? During the term of the contracts with SEMASS has the Company required SEMASS to operate at full capacity? If yes, explain the conditions and provide the cost for each instance. Include all supporting calculations, workpapers and assumptions.

Dated: September 6, 2006